

AGREEMENT (Amended August, 2013)

SUPERINTENDENT AND  
JENKINS INDEPENDENT SCHOOL SYSTEM

THIS AGREEMENT made and entered into this 1st day of July 2012 by and between the JENKINS INDEPENDENT BOARD OF EDUCATION, of JENKINS, KY, (hereinafter called the Board), Party of the First Part, and Deborah Watts (hereinafter called the Superintendent), Party of the Second Part.

-WITNESSETH-

WHEREAS, this agreement is made in accordance with the action of the Board as set forth in Resolution of a meeting held on the 12 day of April, 2011, whereby the Board employed said Deborah Watts, as Superintendent of the Jenkins Independent School System in accordance with the provisions set forth herein; and

WHEREAS, the parties agree that the Superintendent shall perform the duties of the Superintendent of Schools and shall serve as Secretary to the Board in and for said district as prescribed by the laws of the state of Kentucky and by the rules and regulations and all other applicable law as related to the duties and obligations of a Superintendent of Schools.

NOW THEREFORE, the Board and Superintendent agree as follows:

1. Term:

The term of this Employment Agreement shall commence on July 1, 2012 and terminate on June 30, 2016.

2. Professional Certification and Responsibilities of Superintendent

a. Certification – The Superintendent shall hold a valid certificate issued by the State of Kentucky.

b. Acknowledgement of Good Health – The Superintendent represents and acknowledges to the Board and as an inducement for the Board to employ him as Superintendent, that to the best of his knowledge and belief he has no medical, physical or mental disability, nor a previous drug or alcohol problem which would impair his ability to perform his duties as Superintendent.

c. Duties – The Superintendent shall perform the duties Superintendent and Secretary to the Board (KRS 160.440) of the Jenkins Independent School District in and for said district as prescribed by the laws of the State of Kentucky and the rules, regulation, and policies made thereunder by the Board of Education of said district. It is further understood that the Superintendent shall not receive additional compensation as Superintendent for his services as Secretary to the Board (KRS.160.440).

d. Outside Activities – Superintendent shall devote his time, attention and energy to the business of the school district.

The Superintendent and Board recognize the advisability and on occasions the necessity of Superintendents to attend seminars, courses, or programs conducted or sponsored at the local, state or national levels. It is understood and agreed that the district shall permit a reasonable amount of leave time for the Superintendent to attend such meetings, for the Board to pay for the necessary fees and travel and subsistence expenses as may be approved by the district or as may be set forth in local Board policy. Likewise, the Board shall have ultimate discretion in determining the

Superintendent's attendance and the amount of money to defray reasonable and necessary travel and subsistence expenses.

However, if the Superintendent elects to attend any function, meeting, seminar or program wherein he is compensated as a lecturer, consultant or for such attendance, the time involved with such functions shall be considered as part of his vacation time and the Board shall not pay the Superintendent's expenses involved with such functions.

3. Compensation:

The Board shall pay the Superintendent at an annual salary of \$100,124.00 to be paid bi-weekly per the Annual Salary Pay Plan out of the school district funds of the said district. In addition to any salary increases that may occur for all certified employees, the Board and Superintendent may mutually agree to adjust the salary of the Superintendent during the term of this agreement; provided, that in no event shall Superintendent be paid less than the salary specified above. Any such adjustment of salary made during the term of this Agreement shall be in the form of an amendment to this Agreement. It is expressly understood, however, that any increase in salary shall be at the final discretion of the Board. Although the Superintendent's salary may be increased at the discretion of the Board, nevertheless, this provision shall not be construed as an expectation by the Superintendent that any such increase will occur. Further, the Parties understand and acknowledge that any increase may be based upon the Superintendent's performance.

4. Vacation and Other Benefits:

- a. Vacation – It is understood and agreed that each school year from July 1<sup>st</sup> to June 30<sup>th</sup> during the term of this Agreement shall consist of 250 working days. The Superintendent may elect to take up to five (5)

vacation days at anytime provided that should he elect to take five (5) or more days consecutively, the time for taking said vacation days shall be subject to Board approval. Vacation days taken by the Superintendent shall be noted in the minutes of the next regularly scheduled Board meeting after said days are taken.

It is understood that the Superintendent's vacation days shall not be accumulated and used in any successive year.

- b. Sick Days – The Superintendent shall have sick, personal, and emergency days according to Board Policy. Unused sick days may accumulate without limit. Retiring Superintendents shall be compensated for unused sick leave days (according to established Board policy) provided that he is eligible for retirement.
- c. Health Insurance – It is acknowledged that the Superintendent shall participate in the State health insurance plan on the same basis as any other employee of the Jenkins Independent School System,
- d. Life Insurance – It is acknowledged that the Superintendent shall participate in the school life insurance plan on the same basis as any other employee of the Jenkins Independent School System.
- e. Expenses – The Board shall pay or reimburse the Superintendent for reasonable expenses approved by the Board and incurred by Superintendent in the continuing performance of his duties under this Employment Agreement.
- f. Residential Requirement – The Board strongly recommends that the Superintendent take up residency in the district. The Board also recognizes that the duties required of the Superintendent can be accomplished as long as the Superintendent can be within a reasonable distance of the district to respond to situations as they arise. The Board

will have sole discretion in the distance requirement and shall make that requirement known to the Superintendent before this Agreement is put in force. If the Superintendent decides not to move to the district then mileage to and from the district and home shall not be a reimbursable expense. If the Superintendent is called upon to be on site at one of the schools at the beginning of the workday the standard mileage reimbursement while inside the district will apply.

- g. Automobile – Due to financial constraints that all school districts are facing, and the duties assigned to the Board, the Jenkins Independent School System does not provide a vehicle to be used by the Superintendent for school purposes. However, the Superintendent is allowed to be reimbursed (as any other Board employee) per Board policy while performing their duties as Superintendent.
- h. Retirement – The Superintendent shall have the same retirement benefits as provided for Superintendents under the Kentucky Teachers' Retirement System.
- i. Professional and Civic Dues – The Board recognizes the mutual benefits derived by the Superintendent and the Board of Superintendent's membership in certain professional and civic organizations. These organizations may include the following: Kentucky Association of School Superintendents, Kentucky Association of School Administrators. The Board agrees to pay these dues upon receipt of statements; provided, however, that in no event shall the Board pay more than \$ 800.00 for professional and civic dues in any fiscal year.

5. Termination of Employment Agreement:

This Employment Agreement may be terminated by:

- a. Mutual agreement by the Parties;
- b. Disability of the Superintendent
- c. Death of Superintendent; or
- d. Discharge for cause as provided by law.

6. Savings Clause:

If during the term of this Agreement, it is found that a specific clause of the Agreement is illegal under Federal or State law, the remainder of the Agreement not affected by such ruling, shall remain in force.

WITNESS OUR HANDS the day and date first above written.

PARTY OF THE FIRST PART: THE BOARD OF EDUCATION OF  
THE JENKINS INDEPENDENT  
SCHOOL SYSTEM

*D. E. Nnamore Jr.*

BY: \_\_\_\_\_

CHAIRMAN

PARTY OF THE SECOND PARY: \_\_\_\_\_

*Deborah C. Watts*  
SUPERINTENDENT